# **ILLINOIS COMMERCE COMMISSION**

DOCKET No. 16-\_\_\_\_

**DIRECT TESTIMONY** 

**OF** 

RICK D. TRELZ

**Submitted On Behalf** 

Of

AMEREN TRANSMISSION COMPANY OF ILLINOIS

October 31, 2016

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6		Ameren Transmission Company of Illinois
7	I.	INTRODUCTION
8	Q.	Please state your name, business address and present position.
9	A.	My name is Rick D. Trelz. My business address is 420 N. 2400 East Road, Pana, Illinois,
10	6255	7. I am a Real Estate Manager for Ameren Services Company (Ameren Services) as agent
11	for A	meren Transmission Company of Illinois (ATXI or Company). Both Ameren Services and
12	ATX	I are subsidiaries of Ameren Corporation (Ameren).
13	Q.	Please summarize your educational background and professional experience.
14	A.	A summary of my educational background and professional experience is attached as an
15	Appe	ndix to this testimony.
16	Q.	What are your duties and responsibilities in your present position?
17	A.	I am responsible for electric transmission right-of-way acquisition and real estate services
18	for A	TXI.

# 19 II. PURPOSE AND SCOPE

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20 Q. Please describe the background of the Illinois Rivers Project.

- 21 A. In Docket 12-0598, the Illinois Commerce Commission (Commission) granted ATXI a 22 Certificate of Public Convenience and Necessity (Certificate) to construct a new 345-kilovolt 23 (kV) electric transmission line running generally across central Illinois from Missouri to Indiana 24 (the Illinois Rivers Project or the Project). The Commission found that the Project was necessary 25 to provide adequate, reliable, and efficient service, and that the Project will promote the 26 development of an effectively competitive electricity market that operates efficiently, is equitable 27 to all customers, and is the least-cost means of satisfying those objectives. The approved Project 28 consists of nine transmission line segments and related facilities, including new or expanded 29 substations. The Commission approved routes for each segment, as reflected on the appendices
- 31 Q. What is the purpose of the Petition filed by ATXI in this proceeding?

to that Order. This filing primarily concerns the route between Mt. Zion and Kansas<sup>1</sup>.

A. In order to construct the Project, ATXI must obtain the necessary land rights, including permanent easements, temporary construction easements, and access rights for ingress, egress and vegetation management, along the routes between Mt. Zion to Kansas and Kansas to Sugar Creek. ATXI has sought to acquire these necessary land rights by negotiation. Despite ATXI's reasonable efforts, negotiations are not always successful. If negotiations are not successful,

<sup>&</sup>lt;sup>1</sup> Although this filing contains landowners primarily along the Mt. Zion to Kansas segment of the Project, it also presents a request for 8-509 authority over one primary landowner between Kansas and Sugar Creek: Mr. and Mrs. Michael and Julie Farris (A\_ILRP\_KS\_CL\_082\_ROW, A\_ILRP\_KS\_CL\_082-1, A\_ILRP\_KS\_CL\_087\_ROW, A\_ILRP\_KS\_CL\_087-1\_ROW, A\_ILRP\_KS\_CL\_089\_ROW, and A\_ILRP\_KS\_CL\_099\_ROW).

- ATXI must still obtain the necessary land rights, and so must pursue eminent domain as authorized by Section 8-509 of the Public Utilities Act.
- In this case, ATXI is requesting that the Commission authorize eminent domain authority that will allow ATXI to proceed to circuit court to acquire the necessary land rights from each of the 6 primary landowners, who own a total of 13 separate parcels identified with 13 separate tax
- identification numbers (collectively the Unsigned Properties) identified on ATXI Exhibit 1.1.

#### 43 Q. What is the purpose of your testimony in support of this Petition?

- 44 A. The purpose of my direct testimony is to describe the process by which ATXI identifies
- and secures the necessary land rights for transmission lines. I will also provide information
- 46 regarding ATXI's reasonable attempts to acquire the necessary land rights through good-faith
- 47 negotiations with the landowners, and ATXI's need for eminent domain authority to construct
- 48 the portion of the Project that crosses the Unsigned Properties.

#### 49 Q. Are you sponsoring any exhibits in support of your testimony?

- 50 A. I am sponsoring the following exhibits:
- ATXI Exhibit 1.1: Landowner List and Overview Map;
- 52 ATXI Exhibit 1.2: Sample Landowner Packet;
- 53 ATXI Exhibit 1.3: Sample Agent Checklist; and
- 54 ATXI Exhibit 1.4: Sample Appraisal.

#### 55 Q. Please summarize your conclusions.

- A. Based on my knowledge of ATXI's process for landowner negotiations and the offers of
- 57 compensation ATXI made to the owners of the Unsigned Properties, I conclude that ATXI has
- engaged in reasonable attempts to acquire the necessary land rights for the Unsigned Properties

- through good-faith negotiations. I also conclude that ATXI will not be able to obtain the
  necessary land rights for all the Unsigned Properties through negotiation. Because ATXI cannot
  acquire the necessary land rights, and a delay in the acquisition of easements for the Unsigned
  Properties will adversely impact the construction schedule for these segments of the Illinois
  Rivers Project, I conclude that ATXI must receive eminent domain authority with respect to the
  Unsigned Properties.
- 65 III. LAND RIGHTS REQUIRED
- 66 Q. What land rights does ATXI seek to acquire?
- 67 ATXI will seek all necessary land rights required to construct, maintain, and operate the A. 68 Illinois Rivers Project transmission line, including permanent easements, temporary construction 69 easements, and access rights for ingress, egress, and vegetation management, across the 70 Unsigned Properties. ATXI has a standard easement that it provides to landowners, which spells 71 out these rights in detail. The easement reflects the land rights ATXI seeks to acquire by 72 negotiation, and if negotiations are not successful, by eminent domain. Generally speaking, the 73 key terms are that ATXI has: the right to construct, operate, and maintain the line; the right to 74 manage vegetation to safely operate the line; the right to set up temporary work space near the 75 line; and the rights of ingress and egress to access the line for construction, maintenance and 76 operation. The landowner is prohibited from putting structures in the easement area or creating 77 any hazardous conditions or obstructions and ATXI is responsible for actual damages caused by 78 its construction, operation, maintenance, or repair activities.

79 Q. How wide will the permanent easement need to be to accommodate the transmission 80 line? 81 A. As discussed by ATXI witness Mr. Murbarger, the transmission line will require 82 permanent easements 150 feet wide. As further explained by Mr. Murbarger, this is the typical 83 right-of-way width for a 345 kV transmission line of this design. In general, a right-of-way 84 width of 150 feet is the minimum needed to construct and safely maintain the transmission line 85 Q. You indicated that construction easements may also be needed. What are those? 86 A. Additional temporary construction easements can be required when, during the 87 installation of the wires, the construction contractor needs to set up equipment outside the 88 transmission line right-of-way. Where such additional space is necessary, ATXI will need to 89 obtain construction easements up to 150 feet in width, in addition to the permanent easement 90 area. ATXI's standard easement provides these rights and so ATXI's request for eminent 91 domain authority includes construction easements as well. 92 How does ATXI get access rights? Q. 93 A. As Mr. Murbarger explains, access rights for ingress, egress and vegetation management 94 are required to construct, operate and maintain the line. ATXI's standard easement provides 95 these rights. ATXI's request for eminent domain authority from the Commission in this case is

therefore for permanent easements that include these land rights. In this case, ATXI is also

seeking separate access rights across two of the Unsigned Properties.

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### 98 Q. Why would separate access rights be needed?

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99 A. Typically, ATXI can access the transmission line from the permanent easement area. However, as discussed by Mr. Murbarger, sometimes it is impractical to access the transmission 100 101 line from the transmission line right-of-way. Where ATXI has determined that it cannot access 102 the transmission line from the permanent transmission line easement area, access paths that are 103 separate and apart from the 150-foot permanent right-of-way associated with the transmission 104 line are needed. In some cases, ATXI secures access rights across a specific path other than the 105 transmission line easement. These access routes are generally 50 feet in width, as discussed by 106 Mr. Murbarger. In this case, ATXI has determined it requires permanent, separate rights of 107 access to the line on two of the Unsigned Properties. Mr. Murbarger discusses the need for these 108 separate access routes in his direct testimony, ATXI Exhibit 3.0

# Q. Did ATXI negotiate for the separate access routes in the same manner as for permanent easements?

A. Yes. We negotiate for the separate access routes like we would for the associated transmission line right-of-way, as I describe in further detail below. Like the transmission line easements, the access routes are identified by specific legal descriptions, depicted on plats provided to the landowner, and subject to a stand-alone offer of compensation. Mr. Murbarger discusses the need for these specific access routes, while I discuss ATXI's approach to negotiating for these easements in my testimony below.

## 117 IV. LANDOWNER CONTACT 118 Ο. Please describe ATXI's process for contacting the owners of the Unsigned 119 Properties for purposes of easement acquisition. 120 ATXI began its efforts to contact landowners and acquire the necessary land rights in A. 121 October of 2013 for the Kansas to Sugar Creek segment, and in March of 2014 for the Mt. Zion 122 to Kansas segment. Individuals and entities identified as landowners in the records of Tax 123 Collectors in each county were sent a letter and "Statement of Information from the Illinois 124 Commerce Commission Concerning Acquisition of Rights of Way by Illinois Utilities" 125 (Statement of Information). The information contained in the letter and Statement of 126 Information complied with the requirements of 83 Illinois Administrative Code Part 300, and 127 was mailed by certified mail, return receipt requested. ATXI began sending the letters and 128 Statements of Information to landowners along the Kansas to Sugar Creek segment in September 129 of 2013 and Mt. Zion to Kansas segment in March of 2014. Supplemental mailings occurred 130 when changes in property ownership were discovered. ATXI did not initiate contact with the 131 landowners who received these documents until at least fourteen days subsequent to the mailing. 132 Q. Please explain the process by which ATXI negotiated for the purchase of easements 133 across the affected properties. 134 After the fourteen-day notice period elapsed, ATXI representatives (professional land A. 135 agents employed by Contract Land Staff (CLS), a contractor) contacted landowners to discuss

the Project in detail. ATXI witness Ms. Sloan of CLS provides details regarding negotiations

with landowners. Land agents contacted landowners in person, if possible, and informed them of

both the reason for contact and the purpose of the Project. CLS, at ATXI's direction, provided

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landowners with a written statement of the Project's purpose, a small-scale map, a propertyspecific option exhibit (sketch), and information regarding the type and location of the proposed facilities. A sample landowner packet is attached to my testimony as ATXI Exhibit 1.2. CLS land agents also presented ATXI's offers of compensation and explained that the offers were based on a third-party independent appraiser's determination of the market value of each property. The agents provided each landowner with a worksheet describing the calculation of the offer, which was based upon the appraisers' opinion of the market value of the landowner's property. Additionally, when completed, the appraisal of each property was provided to each landowner. The appraisals contained the valuation of the easement (as determined by comparing the value of the entire property before and after the imposition of the easement) and a determination of any diminution in the value of the remaining property. A sample appraisal report is attached to my testimony as ATXI Exhibit 1.4. CLS land agents also explained the dimensions of the proposed easement and the language of the proposed easement document. Further, CLS land agents were available for discussion and negotiations, as required and/or requested by each landowner.

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# Q. Does ATXI follow this process to obtain specific, separate access rights?

A. In general, yes. Like with the transmission line right-of-way, ATXI developed plats to provide to landowners depicting the locations of any specific, separate access easements needed. Based on the opinion of ATXI's appraiser, ATXI also tendered offers of compensation associated with any specific access rights needed. The compensation offered was 90% of the fee value, plus a 10% signing bonus, plus pre-paid crop and land restoration damages.

	I age > 011
160	Q. How many times has ATXI or CLS contacted the owners of the Unsigned
161	Properties?
162	A. As of October 17, 2016, ATXI or CLS has contacted the owners of each Unsigned
163	Property no less than 79 times. Most of the owners of the Unsigned Properties have been
164	contacted nearly 100 times or more. Ms. Sloan details the number of contacts made with owners
165	of the Unsigned Properties.
166	V. <u>EXPLANATION OF COMPENSATION OFFERS</u>
167	Q. As a general matter, did ATXI or CLS explain the basis for its offers of
168	compensation to landowners?
169	A. Yes. As explained by Ms. Sloan, land agents provided each landowner a calculation
170	sheet stating the total market value of the land, the acreage of the easement area, the percentage
171	of market value at which ATXI believed the easement should be valued (as determined by
172	ATXI's independent appraiser), and the total compensation offer. An example of the calculation
173	sheets presented to each of the landowners is included in ATXI Exhibit 1.2. Additionally, CLS
174	agents informed landowners of the Unsigned Properties and/or their attorneys that the initial
175	offer was based on a third-party independent appraiser's determination of the market value of the
176	property and provided a copy of the appraisal as discussed above.
177	Q. How does ATXI plan to address construction damages to the property of each
178	landowner?
179	A. ATXI is responsible for the restoration of, or payment of damages for, property of
180	landowners and tenants. Each landowner will be notified before construction begins on their
181	property. For agricultural property, ATXI offered prepaid damages for anticipated crop loss, on

a graduated basis, spread over a five-year period. ATXI also offered prepayment for anticipated general property damages such as compaction and deep ripping, and restoration (such as fertilizer, rutting and reseeding). If a landowner prefers, ATXI will individually assess their property for damage at the end of the construction phase and pay for any damages at that time, rather than before construction begins. Finally, each landowner will be assigned an ATXI representative who will be available for them to report any damage.

#### VI. REASONABLENESS OF OFFERS OF COMPENSATION

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- 189 Q. What is ATXI's philosophy with regard to compensating landowners?
- A. ATXI intends to fairly compensate affected landowners for the impact of the transmission line associated with the easement, so that after the line is constructed, there is no impact upon the property resulting in diminution of value beyond that reflected in the compensation paid by ATXI. In other words, ATXI's offer of compensation for the easement is intended to make the landowners whole by fully compensating them for any impact on the market value of their property caused by the imposition of the easement and the presence of the transmission line.

#### Q. When do the affected landowners receive compensation?

198 recordable, executed easement to ATXI, or shortly thereafter. When construction is complete,
199 ATXI's representatives assess damages that may result from construction of the transmission
200 line, and, if necessary, repair or compensate landowners for those damages. This includes
201 damages to crops, soil, fences and other property or improvements for which the landowner has
202 not already received compensation. But as discussed above, all landowners were offered, and

203 many have accepted, advanced payment (at the time of the easement payment) for anticipated 204 crop loss and reparation of cropland.

#### Q. Will ATXI restore or compensate landowners for any damage to drainage tile?

A. Yes, ATXI will restore drainage tile, or compensate landowners for any damage to it. Furthermore, ATXI and the Illinois Department of Agriculture have agreed on the method for identifying and repairing any damaged tile. An Agricultural Impact Mitigation Agreement (AIMA) concerning a broad range of agricultural concerns, including tile repair, became effective on November 8, 2012 and applies to the entire Illinois Rivers Project. Some landowners requested changes to the language of the easement to provide more detail regarding tile restoration on their property than the requirements set forth in the AIMA. ATXI has accommodated all such requests.

#### Q. How was the amount of compensation determined?

A. ATXI retained licensed appraisal firms to prepare an appraisal for each property for which property rights were needed. The appraisals determined the total market value of each property, if purchased in fee, based on the current highest and best use of that property. The appraisals then determined the effect on the market value of the property caused by the imposition of the easement, including whether there was any diminishment in the value of property outside of the easement strip. The value of the easement was then determined to be the difference between the market value of the property without and with the easement. The value of the easement was typically significantly less than the fee value of the easement acreage. In an effort to negotiate in good faith, ATXI's initial offers to all landowners throughout the Project were 90% of the appraised fee value of the easement area, plus crop damages equal to three years

225 of crop loss for the entire easement area (to be paid on a graduated basis over five years), plus 226 additional non-crop land damages. A sample calculation sheet is included in ATXI Exhibit 1.2. 227 In addition, ATXI offered each landowner a 10% signing bonus. Thus, in all cases, the amount 228 of ATXI's offer of compensation exceeded the appraised market value of the impact of the 229 easement. In addition, the appraisals evaluated any diminution in the value of the remaining 230 property (if pertinent) because of the imposition and location of the easement. Q. Is it appropriate for the easement compensation to be less than full fee value?

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Yes. It is important to understand when considering the offer amount that the rights A. conveyed to ATXI pursuant to the easements are for a limited purpose only (the transmission line) and do not represent the full fee simple value of the land to be encumbered by the easement.

#### What rights remain with the landowner? Q.

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A. The landowner retains all other existing property rights, apart from the easement rights sought by ATXI. Farming, access, hunting, and all uses that do not conflict with the transmission line rights remain with the landowner.

#### 239 Do you consider the initial offers of compensation reasonable? Q.

Yes, the initial offers are reasonable. ATXI has offered each landowner 90% of the A. appraised fee simple value, plus a 10% signing bonus, that when combined, equal full fee value of the easement area, in exchange for limited easement rights. The landowners therefore receive the full market value of their land while retaining all other rights incident to the land. As such, I conclude that the landowners have been offered more than adequate value in exchange for the easement rights ATXI is seeking to acquire.

246	Q.	What reasons have the owners of the Unsigned Properties given for refusing ATXI's
247	offers?	
248	A.	With the exception of Incobrasa Farms LTD, the primary concern these landowners have
249	with A	TXI's offers is that the level of compensation is too low. In addition, some landowners
250	have re	equested changes to the easement document and pole relocation requests. These requests,
251	and A	TXI's responses, are discussed individually in ATXI Exhibit 2.3.
252	Q.	Has ATXI sought to address the concerns these landowners have raised regarding
253	the lev	el of compensation?
254	A.	Yes. If a landowner expressed concern about ATXI's offered compensation, land agents
255	encourage the landowner to submit a formal counteroffer with supporting documentation, or	
256	otherw	ise explain the basis for their counteroffer. The supporting documentation or explanation
257	is nece	ssary to help ATXI understand the landowner's concern and engage in constructive
258	negotia	ition.
259	Q.	When ATXI receives a counteroffer from a landowner, how does ATXI evaluate
260	that co	ounteroffer and respond to the landowner?
261	A.	ATXI evaluates each counteroffer based on the appraisal ATXI received from its
262	indepe	ndent third-party appraisers, and any documentation provided by the landowner
263	suppor	ting their counteroffer. Based on all of the information available, ATXI assesses the
264	counte	roffer and responds to the landowner. At times, ATXI has increased its offer to reflect
265	additio	nal valuation information and higher pre-paid damages based on crop yield
266	docum	entation provided by landowners.

267	Q.	How does ATXI evaluate landowners' claims for damages to the remainder of their
268	parce	as a result of the easement?
269	A.	ATXI's independent third-party appraisers consider damages to the remainder when
270	apprai	sing a property, and there is a line item for such damages, if any, in the appraisal. ATXI,
271	in turn	, includes the appraiser's award for damages to the remainder, even if the amount is zero,
272	in its c	compensation offers. This amount is identified in a separate line on the calculation sheet
273	that br	eaks down the various components of ATXI's total compensation offer. ATXI also
274	reques	ts documentation from the landowner supporting their damages claims. Any
275	docum	entation received is then forwarded to ATXI's appraiser. The appraiser evaluates the
276	landov	vner's documentation and determines whether it reflects market conditions demonstrating
277	that da	amages to the remainder of the parcel exist.
278	Q.	Could the landowners have obtained their own appraisals?
279	A.	Yes. In fact, all landowners were openly encouraged to provide a current appraisal.
280	Also,	some landowners from whom ATXI has obtained an easement conducted their own
281	invest	gation of recent sales in the area. ATXI similarly considered any evidence of recent sales
282	obtain	ed by landowners.
283	Q.	If a landowner provided an appraisal or other supporting documentation, such as
284	compa	arable sales information, how did ATXI assess that information?
285	A.	ATXI forwarded landowners' appraisals or information regarding comparable sales to its
286	apprai	ser for their consideration.

287 Q. Did ATXI obtain updated appraisals for the landowners included in this filing? 288 A. Yes. ATXI updated each of its appraisals for these line segments to ensure that its offers 289 were based on current information. When these appraisals showed an increase was 290 substantiated, ATXI increased its offers to landowners. 291 Q. Did ATXI provide a copy of the updated appraisals to the landowners included in 292 this filing? 293 A. Yes. ATXI sent these landowners copies of the updated appraisals, and corresponding 294 calculation sheets, as the updated appraisals became available. 295 Q. Do you consider the revised compensation offers reasonable? 296 Yes. As I mentioned above, I consider ATXI's initial offers to be more than fair A. 297 compensation for the easement rights being sought, since 100% of the appraised fee value was 298 offered initially. Accordingly, I also conclude that any higher revised offers are similarly 299 reasonable. 300 VII. EFFORTS TO ADDRESS CONCERNS NOT RELATED TO COMPENSATION 301 Q. Did the owners of the Unsigned Properties raise any concerns other than 302 compensation? 303 A. Yes. Some landowners expressed concern regarding the location of poles within their 304 parcels. In addition, some landowners expressed concern with language of the easement 305 document.

306	Q.	How has ATXI sought to address these other concerns?	
307	A.	CLS agents discuss landowners' concerns with them on an individual basis and offer	
308	solutio	ons that may alleviate the landowner's concern, including a Confidential Settlement	
309	Agree	ment (CSA), a pole relocation request, or other options.	
310	Q.	How has ATXI sought to address landowners' concerns regarding the language of	
311	the ea	sement document?	
312	A.	ATXI considered each request to make changes to the language of the easement	
313	docum	ent on a stand-alone basis and has been willing to incorporate changes when the requested	
314	change	es do not compromise the easement rights ATXI is seeking. For other landowner concerns,	
315	ATXI negotiated confidential settlement agreements. Ms. Sloan addresses each landowner's		
316	proposal in ATXI Exhibit 2.3. Confidential workpapers reflecting the changes proposed, those		
317	ATXI accepted, and any additional modifying language proposed by ATXI (if applicable) will be		
318	provid	ed to Staff contemporaneously with ATXI's initial filing.	
319	Q.	How has ATXI sought to address landowners' concerns regarding the location of	
320	poles?		
321	A.	First, CLS agents review pole relocation requests to determine whether neighboring	
322	parcels	s are affected. If neighboring parcels are affected, the land agent and the landowner work	
323	to obta	in the neighboring landowners' approval of the adjustment. Then, ATXI evaluates the	
324	feasibi	lity of the relocation. ATXI has been willing to make such changes when all affected,	
325	adjace	nt landowners agree to the change, the change will not compromise ATXI's design	
326	standa	rds for reliability and integrity of the line, and the change is otherwise consistent with	

applicable regulatory approvals and requirements. ATXI Exhibit 2.3 contains discussions of 327 328 landowners' concerns regarding pole placement, including those ATXI could not accommodate. 329 VIII. NEED FOR EMINENT DOMAIN 330 Q. How would you characterize ATXI's efforts to contact and negotiate with landowners? 331 332 A. ATXI has made reasonable attempts to acquire the necessary land rights for the Unsigned 333 Properties through diligent and good faith efforts. ATXI retained professional, experienced land 334 agents to represent the Company in discussions with landowners. As explained by Ms. Sloan, 335 these agents met, or attempted to meet, repeatedly with landowners and/or their attorneys. 336 Additionally, ATXI responded promptly to all counteroffers made by landowners and sought to 337 address landowners' concerns regarding issues other than compensation, as discussed above. In 338 sum, ATXI has made reasonable attempts to acquire the necessary land rights through good-faith 339 negotiation. 340 Q. Do you believe that ATXI will be able to obtain the necessary land rights for all the 341 **Unsigned Properties through continued negotiation?** 342 A. No. ATXI has contacted these landowners over the last two and a half to three years, and 343 has made offers of compensation that are fair and reasonable. Although ATXI will attempt to 344 continue negotiating with the owners of the Unsigned Properties, and would still prefer to 345 acquire the necessary land rights for those parcels through negotiation, at this point we have no 346 reason to believe that further negotiations will be successful. Given the status of negotiations, 347 the necessary rights to the Unsigned Properties cannot be obtained in a timely manner through 348 negotiation. Further, as discussed by Mr. Murbarger in ATXI Exhibit 3.0, any delay in acquiring

349 land rights for the Unsigned Properties will adversely affect the construction schedule for the Mt. 350 Zion to Kansas to Sugar Creek segments, and may jeopardize the in-service date for the entire 351 Project. Therefore, ATXI must receive authority to exercise eminent domain for the Unsigned 352 Properties. 353 Q. Assuming the Commission grants ATXI eminent domain authority, what are the 354 next steps? 355 ATXI will proceed to circuit court to seek an order authorizing condemnation. This A. 356 process can take up to a year. Again, given the in-service date and the time needed for 357 construction, the anticipated timeline in the circuit court portion of the process is relevant to, and 358 has been considered by, ATXI in evaluating the imminent need to acquire necessary land rights. 359 I would note, however, that ATXI will continue to attempt to reach an agreement with owners of 360 Unsigned Properties during this proceeding at the Commission and, to the extent authorized, 361 during the circuit court condemnation process. 362 Q. What do you conclude about ATXI's request for eminent domain authority for the 363 **Unsigned Properties?** 364 A. I conclude that, based on ATXI's negotiation process and the offers of compensation: (i) 365 ATXI has made reasonable attempts to acquire the necessary land rights across the Unsigned 366 Properties via good faith negotiations; (ii) ATXI cannot reasonably expect to acquire the 367 necessary land rights across the Unsigned Properties through negotiation in a timely manner; and 368 (iii) the Commission should authorize the exercise of eminent domain to acquire the necessary 369 land rights, including as applicable permanent easements, temporary construction easements, and 370 access rights for ingress and egress, for the Unsigned Properties.

- 371 IX. <u>CONCLUSION</u>
- **Q.** Does this conclude your direct testimony?
- 373 A. Yes, it does.

#### **APPENDIX**

# STATEMENT OF QUALIFICATIONS RICK D. TRELZ

I have been employed by Ameren Services and/or its affiliate, Illinois Power Company (now known as Ameren Illinois Company d/b/a Ameren Illinois or Ameren Illinois) for 37 years. I have held my present position as Manager-Real Estate (formerly known as Managing Supervisor) since July 1, 2013. Before that, I held the position of Real Estate Supervisor for eight years. Through my years of employment with Ameren Illinois and Ameren Services, I also held the positions of Real Estate Analyst, Real Estate Specialist, Real Estate and Claims Specialist, and Land Management Specialist. I received my bachelor's degree in Business Administration from Millikin University in Decatur, Illinois in May 1987. I am a Senior Member of the International Right of Way Association (IRWA) and past President of the Illinois Chapter of the IRWA.